



HOLIDAY PROVISIONS

FOR

TREE TRIMMER
(HIGH VOLTAGE LINE CLEARANCE)

IN

**BUTTE, COLUSA, GLENN, HUMBOLDT, LAKE, LASSEN,
MENDOCINO, SAN FRANCISCO, SAN MATEO, SANTA CLARA,
SHASTA, SONOMA, SUTTER, TEHAMA AND YUBA COUNTIES**

NO PAID HOLIDAYS FOR:

**ALPINE, AMADOR, FRESNO, KERN, KINGS, MADERA,
MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS, TULARE
AND TUOLUMNE COUNTIES**

66-1245-18

AGREEMENT
BETWEEN
ASPLUNDH TREE EXPERT CO.
And
LOCAL UNION 1245
OF THE
INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS, AFL-CIO

Expires: December 31, 2007

RECEIVED
Department of Industrial Relations

NOV 14 2005

Div. of Labor Statistics & Research
Chief's Office

- (5) An employee who has been demoted or displaced under this Section shall have accelerated rights back to that classification from which he was demoted and/or to that assembly point from which he was displaced.
- (6) An employee laid off under the provisions of this Section shall within six (6) months of layoff have preferential rehire rights by Company seniority to a job with the Company before new employees are hired to fill job vacancies. It shall be the responsibility of the laid off employee to keep the Company informed of his correct address and a telephone number through which he can normally be reached.

(b) A supervisor employee who was not at the time of demotion a member of the collective bargaining unit shall have the right to demote or displace into the bargaining unit, as per the provisions of this Article.

10:2 The Company shall give as much notice as possible of any layoff.

10:3 If in the application of the provisions of this Article an employee in a classification which, in the normal line of progression, is higher than an Apprentice classification can effect a displacement in such classification, the former shall not take such Apprentice classification but shall be given the rate of classification next higher thereto.

ARTICLE XI HOLIDAYS

11:1 Employees with six (6) months seniority who have met the working attendance requirement (see below), shall be entitled to have the following holidays off with pay when they fall on a workday:

New Year's Day (January 1)
Memorial Day (Last Monday in May)
Independence Day (July 4)
Labor Day (1st Monday in September)
Thanksgiving Day (4th Thursday in November)
The Friday after Thanksgiving
Christmas Day (December 25)

The working attendance requirement is defined as an employee who works every day he/she is scheduled to work during the week each holiday falls including the workday before and the workday after each holiday.

An employee may be excused from the working requirement if the employee contacts their Supervisor at least ninety (90) minutes before their scheduled workday and has a verified doctor's excuse when they return to work. If attempts to reach the Supervisor are unsuccessful, the employee shall contact the Stockton office, subject to the above conditions.

11:2 When any of the above holidays falls on a Sunday, the Monday following shall be observed as the holiday.

11:3 When any of the holidays falls on a Saturday, another agreed to day will be observed as the holiday.

11:4 Notwithstanding Section 11:1, employee may be required to work on the above designated holidays which fall on their workdays. In which event any such employee shall be compensated at one and one-half times (1 ½Xs) his regular rate of pay for all time worked on such days.

ARTICLE XII VACATIONS/PTO

12:1 All employees who have completed one (1) year of continuous service for the Company shall be entitled to five (5) days vacation (40 hours). All employees who have completed three (3) years continuous service work for the Company shall be entitled to ten (10) days vacation (80) hours. All employees who have completed ten (10) years continuous service work for the Company shall be entitled to fifteen (15) days vacation (120 hours). Service with the Company for vacation purposes shall be considered to have started on the anniversary date of employment. To qualify for a full vacation allotment, the employee shall have actually worked a minimum of sixteen hundred (1600) hours in the employee's anniversary year.

An employee who actually worked at least eight hundred (800) hours in the employee's anniversary year but did not actually work sixteen hundred (1600) hours during that period shall be entitled to a pro rata share of vacation.

12:2 An employee shall be allowed up to three (3) excused absence days per year, to be taken one (1) day at a time, for emergency situations. An employee may choose to use a vacation day to compensate for the emergency day off. In either case, the employee shall notify their Supervisor prior to the scheduled workday. If the attempt to contact the Supervisor is unsuccessful, the employee shall notify the Stockton Office at least ninety (90) minutes prior to the start of the scheduled workday. For the provisions of this Article, no employee shall be required to provide a doctor's excuse.

12:3 If a holiday occurs on a weekday during an employees' vacation, such employee shall be entitled to an additional day of vacation.

12:4 Vacation arrangements must be scheduled with the employee's immediate supervisor. Vacation shall not be cumulative from year to year but must be taken in the year in which it is due. In case of conflict over scheduling of employees vacation periods, seniority shall be the determining factor.

12:5 Employees will be permitted their choice of vacation time on a seniority basis. If it can do so without interfering with the work in progress, Company shall permit vacation at any time during the calendar year.

12:6 In the event an employee entitled to a vacation quits the service of the Company before such vacation is taken, the employee shall upon giving five (5) days written notice of intention to